



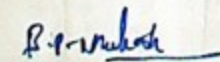
BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Improvements to Burial ground at Attur layout and Allalsandra in ward no -03&04 of yelahanka satellite town sub division (PACKAGE - 04)

Estimate Cost: 125.00 Lakhs


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EXECUTIVE ENGINEER
YELAHANKA DIV

Bangalore
Dated : 13-01-2020

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through GOK e-Procurement Portal only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-2 & KW 4
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **27-01-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Estimate Cost in Lakhs	EMD (in Rs)	Cost of Tender form in Rs. (Non-Refundable)	Category	Period of Completion
1	Improvements to roads and drains at Ayyappa swamy layout, Bharath gowda layout ,and Providing Grill work at BB road in ward no -01 of yelahanka Sub division (PACKAGE - 01)	225.00	337500	As per e-Procurement Portal	others	06 Months (including monsoon)
2	Improvements to roads and drains at AMS layout and Judicial layout in ward no -03&04 of yelahanka satellite town sub division (PACKAGE - 02)	200.00	300000	As per e-Procurement Portal	others	06 Months (including monsoon)

S. J. Mahesh
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[Signature]
EXECUTIVE ENGINEER
YELAHANKA DIV

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	no -01 & 02 of yelahanka Sub division (PACKAGE - 03)	150.00	225000	e-Procurement Portal	others	06 Months (including monsoon)
4	Improvements to Burial ground at Attur layout and Allalsandra in ward no -03&04 of yelahanka satellite town sub division (PACKAGE - 04)	125.00	187500	As per e-Procurement Portal	others	06 Months (including monsoon)
5	Improvements and developments of roads and drains at yelahanka 4th phase and construction of providing parking lot at 16th A Main, A sector, 16th B in yelahanka satellite town sub division (PACKAGE - 05)	175.00	262500	As per e-Procurement Portal	others	06 Months (including monsoon)
6	Improvements to roads and drains at Ambhabhavani layout and Maruthi layout in ward no -03 of yelahanka Satellite town sub division (PACKAGE - 07)	150.00	225000	As per e-Procurement Portal	others	06 Months (including monsoon)
7	Development of Parks and Providing Children Playing Equipments in ward no -03 of yelahanka Satellite town sub division (PACKAGE - 08)	200.00	300000	As per e-Procurement Portal	others	06 Months (including monsoon)
8	Improvements to roads and drains at yelahanka A and B Sector and MIG 3rd phase in ward no-04 of yelahanka Satellite town sub division (PACKAGE - 09)	250.00	375000	As per e-Procurement Portal	others	06 Months (including monsoon)
9	Improvements and development of park at Vinivink shastry layout in ward no -01 of Yelahanka Sub Division	50.00	100000	As per e-Procurement Portal	others	06 Months (including monsoon)
10	Improvements and development of parks in ward no -04 of Yelahanka New Town Sub Division.	50.00	100000	As per e-Procurement Portal	SC	06 Months (including monsoon)
11	Providing water supply and drilling of borewells and RO Plant in ward no-03 & 04 of yelahanka new town sub division	50.00	100000	As per e-Procurement Portal	ST	06 Months (including monsoon)

NOTE:

1. Pre bid meeting will be held on **20-01-2020** at 15.00 hours in the office of the Chief Engineer (Yelahanka zone) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website <https://eproc.karnataka.gov.in> in the office of the Executive Engineer -Yelahanka Division on **28-01-2020** at 16.00 hours.
3. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in>
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

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22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender, (a) has been properly signed; and (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern⁶; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- (a) making any correction for errors pursuant to Clause 24; and
- (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the

⁶ Clause 25(2) of Chapter VI of KPPP Rules 2000 states that "in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

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30 Advance Payment and Security;

31. Corrupt or Fraudulent practices

- 31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:
- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

[Attach copy]

Place of Registration

Principal place of business:

(Attach Copy)

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2015 - 16
2016 - 17
2017 - 18
2018 - 19
2019 - 20

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum) ⁷			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2015-16						
2016-17						
2017-18						
2018-19						
2019-20						

⁷ Items of work for which data is requested should tally with that specified in ITT Clause 3

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practices in competing for or in the execution of the Contract. For the purpose of this paragraph "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.
- 49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

- 50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

- 51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

- 52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws, etc.

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1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Reference	Clause
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is:

Name: The Commissioner

Address: BBMP, N.R. Square Bangalore-02

Name of authorized Representative: Executive Engineer
Yelahanka Division
CMC road Yelahanka old town
BBMP, Bangalore - 560064.

[1.1]

The name and identification number of the Contract is

[1.1]

Improvements to Burial ground at Attur layout and Allalsandra in ward no -03&04 of yelahanka satellite town sub division (PACKAGE - 04)

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is 6 months¹² with the following milestones

Milestone dates:

Physical works to be completed Period from the date of issue of Notice to proceed with the work

Milestone 1 i.e Financial Progress for Rs. 36.52 LAKhs within 02 Months from the date of work order

Milestone 2 i.e Financial Progress for Rs.73.04 LAKhs within 04 Months from the date of work order

Milestone 3 i.e Financial Progress for Rs. 110.68 LAKhs, within 06 Months from the date of work order

¹¹ Add any other Organization considered suitable.

¹² At the time of preparation of the tender document give the period required for completion of the work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

- $V_c = 0.85 \times P_c / 100 \times R \times (C_1 - C_0) / C_0$, Where,
- V_c = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;
- C_0 = The all India average wholesale price index ²⁰ for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;
- C_1 = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
- P_c = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement²¹ has been chosen to represent Cement Group

Adjustment for steel component:

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_s / 100 \times R \times (S_1 - S_0) / S_0 \text{ where,}$$

V_s = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_0 = The all India average wholesale price index for steel (M.S Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_1 = The all India average wholesale price index for steel (M.S Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of M.S. Bars and Rods²² has been chosen to represent steel group.

Adjustment of Bitumen Component:

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B / 100 \times R \times (B_1 - B_0) / B_0 \text{, Where}$$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_0 = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at
²³ on the day 30 days prior to the date of opening of Bids

B_1 = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

Adjustment of Fuel and Lubricant component:

- (v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F / 100 \times R \times (F_1 - F_0) / F_0 \text{, Where,}$$

²⁰ The index number are available in the web site <http://eaindustry.nic.in>

²¹ This may be changed to any other type of cement depending on the nature of work.

²² This may be changed depending on the major type of steel used depending on the nature of work.

²³ Insert the nearest location of POL Depot

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TOTAL 100 %³¹

The liquidated damages for the whole of the works are Rs. 11,070 /-(amount) per day³² and that for the milestones are as under: [40]

For Milestone 1:	Rs 3,654/- per day	
For Milestone 2:	Rs 7,308/- per day	
For Milestone 3:	Rs 11,070/- Per day	[41]

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The amounts of the advance payment are:

<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or Three³³ months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26

³⁴The date by which "as-built"³⁵ drawings (in scale 1:1000³⁶) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

³⁷The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs 1,00,000/-

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

²⁹ This could vary from 5% for normal works and 10% for highly mechanized operations in the work

³⁰ This could vary from 15% for normal works to 30% for highly mechanized operations in the work

³¹ The total of the percentages for the various components of the works should be 100.

³² The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

³³ To be filled up by the Employer before issue of the tender document, say 'Three or four months'

³⁴ Score out whichever is not applicable.

³⁵ Completion drawings

³⁶ Specify an appropriate scale

³⁷ Score out which ever is not applicable.

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WHEREAS [address of Employer]
"the Contractor") has undertaken, in pursuance of Contract No. [name and address of Contractor] (hereinafter called
..... [name of Contract and brief description of Works] (hereinafter
called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with
his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the
Contractor, up to a total of 'Rs. [amount of guarantee]
38 Rupees..... [in words], and
we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums
within the limits of [amount of guarantee]³⁹ as aforesaid without your needing to
prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us
with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the
Works to be performed there under or of any of the Contract documents which may be made between you
and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive
notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

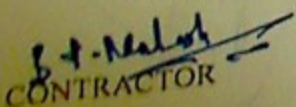
Name of Bank _____

Address _____

Date _____

38 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified
in the Contract

39 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified
in the Contract


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